

Procurement Analyst: [Tim Marquez](#)
Procurement Analyst Email: tim.marquez@denvergov.org

REQUEST FOR PROPOSAL

Request for Proposal No. **11192**
For City Executed Contract

AI Automation

SCHEDULE OF EVENTS

• RFP Issued	3/13/2025		
• Deadline to Submit Additional Questions	3/25/2025	2:00 P.M.	Local Time
• Response to Written Questions	3/31/2025		
• Proposal Due Date	4/15/2025	9:00 A.M.	Local Time

Vendor offers to furnish to the City and County of Denver the materials, supplies, products or services requested in accordance with the specifications and subject to the Terms and Conditions described herein.

VENDOR SIGN HERE

Company: _____
-Note: Vendor company name to be the legal entity that will enter into a contract with the City if awarded pursuant to this solicitation-

Address: _____

Contact: _____ | _____
(Authorized Signature) (Print Name)

Signature constitutes acceptance of all Terms and Conditions listed on this form and all documents attached.

Email: _____

Phone: _____

The City contracts with Rocky Mountain E-purchasing System (BidNet®) in the advertisement and facilitation of solicitations administered by the City's General Services Purchasing Division; therefore, respondents must ONLY rely on documents provided on the Rocky Mountain E-purchasing System (BidNet®) website or as communicated directly from the analyst. Only rely on this web address: <https://www.bidnetdirect.com/colorado>

THIS PROPOSAL MUST BE RETURNED ELECTRONICALLY THROUGH THE ROCKY MOUNTAIN E-PURCHASING SYSTEM (BIDNET®).

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SECTION A: GENERAL INFORMATION & PROPOSAL INSTRUCTIONS

A.1 PURPOSE:

The City and County of Denver, hereinafter referred to as the City, desires to solicit proposals relating to the purchase of **AI Automation**.

Click [HERE](#) to go directly to the City's detailed Scope of Work/ Requirements

A.2 ROCKY MOUNTAIN E-PURCHASING (BidNet®):

The City is collaborating with Rocky Mountain E-purchasing System (BidNet®) in the advertisement and facilitation of Invitation for Bid (IFB)s and Requests for Proposals (RFP) administered by the City's General Services Purchasing Division.

It is a requirement of this IFBs / RFP that interested parties familiarize themselves and register with BidNet®; vendors who do not register may be considered non-responsive.

Registration with BidNet® is available at NO CHARGE and allows vendors access to view governmental bids posted on BidNet®; they offer an additional notification service option with an associated fee. It is the responsibility of the vendor to evaluate and select the service option of their choice.

The City is not responsible for the actions or lack thereof on the part of the vendor in regards to their interaction with BidNet®, or any other third-party bid notification service in relation to this IFB/RFP.

More information is available at: www.rockymountainbidsystem.com or by calling 1-800-835-4603.

A.3 ELECTRONIC SUBMISSION OF PROPOSALS:

Submission of proposals for this solicitation may only be done electronically through BidNet®. Proposals must be submitted at www.rockymountainbidsystem.com, no later than the date and time indicated in the proposal.

Vendors who feel they are unable to prepare and submit an electronic submittal should submit a request in writing to the Analyst, no later than the Question due date, for permission and instructions for submitting a hardcopy proposal.

Your proposal shall consist of the following separate sections:

- i) Signed Coversheet
- ii) Response to 'VENDOR QUESTIONS AND REQUIREMENTS': Section B.8 – Attachment A
- iii) Pricing- Section C.4 – Attachment B
- iv) Attachment C – SLA
- v) Attachment D – Business Partner Fit 2.11.25
- vi) Attachment E – RTM AI Automation 2.11.2025
- vii) Attachment F – Framework – Sample Contract
- viii) Attachment G – Contract Certification Form
- ix) Attachment H – Technical Architecture Questionnaire
- x) Attachment I – TS InfoSec Questionnaire

- xi) Attachment J – Exhibit AI RFP
- xii) Attachment K TS_Architecture_Standards - Informational
- xiii) Section E. Forms
- xiv) Diversity and Inclusiveness – Executive Order 101 in Section A.16

A.4 RFP QUESTIONS:

The City shall not be bound by and the Vendor shall not request or rely on any oral interpretation or clarification of this RFP. Therefore, any questions regarding this RFP are encouraged and should be submitted in writing by email to:

City Procurement Analyst: **Tim Marquez**
E-Mail: tim.marquez@denvergov.org

Questions received up to deadline to submit question in the Schedule of Events will be answered in writing per the Schedule of Events. Answers to questions from any Vendor will be provided to all Vendors.

All communications regarding this proposal shall only be through the City's Analyst listed above. No communication is to be directed to any other City personnel.

A.5 ADDENDA:

In the event it becomes necessary to revise, change, modify or cancel this Proposal or to provide additional information, addenda will be issued and made available on BidNet® at www.rockymountainbidsystem.com. It is the responsibility of the vendor to confirm that they have acquired all addenda related to this solicitation and they have reviewed/ complied with the requirements therein.

A.6 ALTERNATE RESPONSES:

It is our intent to solicit proposals that afford the City the most cost efficient, technically responsive proposal for the acquisition of the subject matter of this RFP. However, we recognize that there may be arrangements different from that requested hereunder that would offer additional benefits to the City while satisfying the applicable requirements of this RFP. Accordingly, you may submit alternative proposals for consideration, which offer such additional benefits in addition to the requested baseline proposal. These alternatives will be evaluated in conjunction with the primary (baseline) approach for each proposal.

A.7 ACCEPTANCE PERIOD:

Proposals in response to this RFP shall indicate that they are valid for a period no less than 120 days from the closing date, and if awarded, through the initial contract period.

A.8 TECHNICAL REQUIREMENTS/STATEMENT OF WORK:

Section B of this RFP contains our proposed Statement of Work and/or Technical Requirements. This document shall form the basis of a Contract covering the subject matter of this RFP. Exceptions or deviations to this proposal must not be added to the proposal pages, but must be on vendor's letterhead and accompany proposal. Any exceptions to this documentation will be taken into consideration when evaluating proposals submitted. The City

reserves the right to reject any or all of your proposed modifications. The City welcomes cost saving proposals which still satisfy all technical and business objectives.

A.9 RFP CONDITIONS AND PROVISIONS:

This proposal must be signed by a duly authorized official of the proposing company. The completed and signed proposal (together with all required attachments) must be returned to the Department of General Services on or before the time and date of the deadline shown on page one. ***This proposal MUST be submitted electronically through the Rocky Mountain E-purchasing System (BidNet® at www.rockymountainbid.system.com).***

All participating Vendors, by their signature hereunder, shall agree to comply with all of the conditions, requirements and instructions of this RFP as stated or implied herein. Any alteration, erasure or interlineation by the Vendor in this proposal shall constitute cause for rejection by the Manager of General Services. Exceptions or deviations to this proposal must not be added to the proposal pages, but must be on vendor's letterhead and accompany proposal. Should the City omit anything from this RFP which is necessary to a clear understanding of the work, or should it appear that various instructions are in conflict, then the Vendor shall secure written instructions from the Manager of General Services at least forty-eight (48) hours prior to the time and date shown in page one.

Typographical errors in entering quotations on your proposal may result in loss of award of this proposal.

All Vendors are required to complete all information requested in this proposal. Failure to do so may result in the disqualification of proposal.

The City reserves the right to postpone or cancel this RFP, or reject all proposals, if determined to be in the best interest of the City.

Unit price for each item shall be shown and shall be for the unit of measurement indicated. In case of error in extension of prices, the unit price will govern.

The Manager of General Services reserves the right to waive any technical or formal errors or omissions and to reject any and all proposal(s), or to award contract for the items hereon, either in part or whole, if deemed to be in the best interests of the City.

The successful Vendor shall be in complete compliance with all of the specifications, terms and conditions of this proposal as outlined above. The City shall have the right to inspect the facilities and equipment of the successful Vendor to ensure such compliance.

No submittal shall be accepted from, and no contract will be awarded to, any person, firm or corporation that is in arrears to the City and County of Denver, upon debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the City, or that has failed to attain or demonstrate compliance with any law, ordinance, City regulation, or contract term or condition as may be provided for or required in any City contract, or that may be deemed irresponsible or unreliable by the Manager of General Services. Vendors may be required to submit satisfactory evidence that they have a practical knowledge of the particular work bid upon and that they have the necessary financial resources to perform and complete the work outlined in this invitation.

The vendor agrees to abide by all the laws, regulations and administrative rulings of the United States, the State of Colorado and the City and County of Denver, securing all necessary licenses and permits in connection with the bids.

All materials, supplies and equipment furnished or services performed under the terms of this purchase order or contractual agreement shall comply with the requirements and standards specified in the Williams-Steiger Occupational Safety and Health Act of 1970 (Public Law 91-596) as well as with other applicable federal, state and local codes.

All merchandise furnished or service performed must comply with City and State Codes.

In the event that this invitation requires a formal contract to be prepared by the City and County of Denver, the successful vendor will properly sign and furnish necessary performance bonds, insurances, Workers' Compensation, etc., as required by the respective bid within ten (10) days (unless a longer period is allowed) from the date of receipt of the formal contract forms.

All vendors must take into consideration that only the City's contract documents will be used in the finalization of this agreement. This will include the total bid and the City Attorney's general form.

The City shall not be liable for any costs incurred by Vendor in the preparation of proposals or for any work performed in connection therewith or any work subsequent to the submission and prior to the execution of any contract.

A.10 GRATUITIES AND KICKBACKS:

It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee (within six months of termination from City employment), or for any employee or former employee (within six months of termination from City employment) to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding of application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime vendor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

In the event that any gratuities or kickbacks are offered or tendered to any City, the proposal shall be disqualified and shall not be reinstated.

A.11 NON-COLLUSIVE VENDOR CERTIFICATION:

By the submission of this proposal, the vendor certifies that:

- A. The proposal has been arrived at by the vendor independently and has been submitted without collusion with any other vendor.
- B. The contents of the proposal have not been communicated by the vendor, nor, to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the vendor or its surety on any bond furnished herewith, and will not be communicated to any such person prior to the official opening of the proposal.

- C. No vendor shall submit more than one proposal for this purchase. It shall be the responsibility of each vendor to obtain the prior written permission of the Director of Purchasing before proposal opening in every situation in which the vendor, due to corporate association or other affiliation, may be found to be impermissibly associated with another vendor. Failure to observe this requirement could result in all such affiliated proposals being rejected.

A.12 EVALUATION AND AWARDS:

Award(s) will be made to one or more vendors based on the following:

The criteria to be used for the proposal evaluation include but are not limited to:

- (a) Pricing- Section C.4 – Attachment B
- (b) Response to ‘VENDOR QUESTIONS AND REQUIREMENTS:’ posed in Section B.8 – Attachment A
- (c) Other Required Submittals in Section A.3
- (d) Qualified, Responsible, Responsive_ {D.R.MC. Sec. 20-61-(d), (f), (g)}
- (e) Response to the City’s proposed Sample Contract provisions

No weighting or relative importance of criteria is intended or implied by this list.

The City may request oral presentations as part of the evaluation process. Additionally, the City reserves the right to conduct negotiations with one or more Vendors.

Any award as a result of this proposal shall be contingent upon the execution of an appropriate contract. Section D of this proposal contains the City’s terms and conditions. These terms and conditions shall form the basis of a Contract covering the subject matter of this proposal. If there is contention(s) with the Terms and Conditions, a brief explanation and alternative language, if any, should be included in your response in the provided Section E. CONTRACT CERTIFICATION FORM. Any exceptions to the Terms and Conditions will be taken into consideration when evaluating proposals submitted. The City reserves the right to reject any or all of your proposed modifications.

A.13 MWSBE INFORMATION:

The City and County of Denver encourages and values opportunities for small business participation in City projects. Accordingly, small businesses are explicitly encouraged to propose on this project and larger proposers are encouraged to utilize small businesses in their sourcing and subcontracting.

A.14 PRODUCT/PERFORMANCE LITERATURE:

The undersigned vendor shall agree to furnish, upon the written request of the City's Analyst, any additional information needed to substantiate or clarify the design and/or performance characteristics of the materials or services that he/she proposes to furnish.

A.15 PROOF OF REGISTRATION WITH THE COLORADO SECRETARY OF STATE:

Successful vendors are required to furnish a Certificate of Good Standing from the Colorado Secretary of State’s Office, as proof that they are properly registered to do business in the State of Colorado, prior to finalization of award and contracting.

A.16 DIVERSITY AND INCLUSIVENESS – EXECUTIVE ORDER #101:

Definitions

Diversity: Diversity refers to the extent to which a vendor has people from diverse background or communities working in its organization at all levels, is committed to providing equal access to business opportunities and achieving diversity in procurement decisions for supplies, equipment, and services, or promotes training and technical assistance to diverse businesses and communities such as mentoring and outreach programs and business engagement opportunities.

Inclusiveness: Inclusiveness, for purposes of Executive Order No. 101, includes the extent to which a contractor/consultant invites values, perspectives and contributions of people from diverse backgrounds and integrates diversity into its hiring and retention policies, training opportunities, and business development methods to provide an equal opportunity for each person to participate, contribute and succeed within the organization's workplace. Inclusiveness also includes the extent to which businesses have an equal opportunity to compete for new business opportunities and establish new business relationships in the private and public sector.

Requirements

Using the attached form, entitled “Diversity and Inclusiveness in City Solicitations Information Request Form”, please state whether you have a diversity and inclusiveness program for employment and retention, procurement and supply chain activities, or customer service, and provide the additional information requested on the form. The information provided on the Diversity and Inclusiveness in City Solicitations Request Form will provide an opportunity for City contractors/consultants to describe their own diversity and inclusiveness practices. Contractors/Consultants are not expected to conduct intrusive examinations of their employees, managers, or business partners in order to describe diversity and inclusiveness measures. Rather, the City simply seeks a description of the contractor/consultant's current practices, if any.

Diversity and Inclusiveness information provided by City contractors/consultants in response to City solicitations for services or goods will be collated, analyzed, and made available in reports consistent with City Executive Order No. 101. However, no personally identifiable information provided by or obtained from contractors/consultants will be in such reports.

Please link to the “[Diversity and Inclusiveness in City Solicitations - Information Request Form](#)” here.

If the link is unavailable, enter the following address into your web browser:
<https://us.openforms.com/Form/57f3a8ea-39b7-4115-be17-1770f38d3cf6>

NOTE: A DIVERSITY & INCLUSIVENESS FORM MUST BE RETURNED WITH YOUR PROPOSAL; OTHERWISE, YOUR PROPOSAL MAY BE REJECTED WITHOUT CONSIDERATION.

SECTION B: SCOPE OF WORK AND TECHNICAL REQUIREMENTS

B.1 SCOPE OF WORK/REQUIREMENTS

Overview

Hereinafter, “The City and County of Denver” will be referred to as “City”.

Denver, the capital of Colorado, has served as a consolidated city and county administrative unit since 1902 and now employs over 11,000 people. It is the financial, transportation, and distribution hub of the Rocky Mountain region. The City operates through 44 agencies and divisions, offering a wide range of services, from animal control to infrastructure maintenance.

To enhance its service delivery and operational efficiency, the City is issuing this Request for Proposals (RFP) to identify and prequalify a pool of vendors capable of delivering Artificial Intelligence (AI) automation solutions. The goal is to establish long-term partnerships with vendors who meet the City’s technical, operational, and security requirements. By prequalifying vendors, the City aims to streamline procurement for AI-related projects, ensuring efficiency, consistency, and compliance.

The selected vendors will support current and future AI initiatives over the next five-year contract, providing innovative and secure solutions tailored to the City’s needs. This prequalification process will also formalize rates and terms of engagement, enabling rapid implementation of AI projects as opportunities arise.

WHAT ARE WE LOOKING FOR:

The City is seeking vendors to provide professional services to assist in the planning, development, deployment, operation, and execution of future AI automation initiatives across city departments. This will include the development of AI technologies, data analysis, and strategic planning to improve efficiency, security, and service delivery across city operations.

We are looking for expertise across the following AI-related domains:

- AI & Machine Learning Solutions and Services
- Data Management & Analytics
- AI Security & Compliance
- AI Strategy & Planning

We intend to establish contracts with multiple qualified vendors. Once selected, these vendors will be invited to respond to task orders for specific AI projects within the city. These services will be authorized by TS and other agencies. We are committed to fostering diversity and strongly encourage participation from small, local, minority-owned, women-owned, and veteran- owned businesses.

WHO SHOULD RESPOND:

This RFP is open to any vendor with relevant experience and qualifications. We are looking for:

- Large national firm already working on AI automation projects in the public or private sector.

- Leading firms with a proven track record in AI, data analytics, and security within large-scale, complex projects.
- Niche firms that specialize in AI applications and can offer unique or innovative solutions.
- Firms with the flexibility to collaborate through resellers or operate independently, provided they meet all project requirements.

We invite vendors that are passionate about leveraging AI to improve government processes, enhance service delivery, and meet the needs of our residents. We are building a pool of highly qualified, diverse partners to help us solve complex city challenges through AI technologies.

The City recognizes the potential for collaboration and innovation in AI solutions, and we seek firms of all sizes with the expertise to contribute to our ongoing projects.

HOW DOES THIS WORK:

This RFP will create a pool of prequalified vendors to assist with future AI automation projects. Once selected, city staff will develop task orders detailing specific project requirements, timelines, and funding. Each selected vendor will be asked to respond with detailed proposals or solutions to address these needs.

This prequalification process allows the city to establish ongoing relationships with vendors, ensuring that we have access to the right expertise when needed. It ensures a smooth, efficient, and streamlined process for engaging vendors on future AI-related initiatives, fostering collaboration, and driving forward our Smart City efforts.

Additionally, contracts awarded under this RFP may be structured to allow cooperative purchasing, enabling other municipalities and government entities to leverage the City's agreements to procure AI services under the same terms and conditions. This approach enhances efficiency and fosters regional collaboration in AI innovation.

Rationale

The City recognizes the transformative potential of AI in improving operational efficiency, enhancing public services, and driving innovation. However, the rapid pace of technological advancement and the complex nature of AI solutions necessitate a proactive and structured approach to vendor selection and project execution. By prequalifying a pool of vendors through this RFP, the City aims to:

1. Streamline Procurement Processes:
 - a. Eliminate repetitive procurement cycles for each AI project by identifying qualified vendors upfront.
 - b. Enable faster implementation of AI initiatives by having pre-approved vendors ready to engage.
2. Ensure Compliance and Security:
 - a. Establish strict security and compliance standards at the outset to mitigate risks associated with AI implementation, including data privacy concerns and cybersecurity threats.
3. Achieve Cost Predictability:
 - a. Negotiate fixed pricing and terms for a five-year period to manage budgets effectively and ensure financial transparency.
4. Support Long-Term Strategic Goals

- a. Lay the foundation for cohesive AI adoption across departments, ensuring interoperability and alignment with the City's broader smart city and digital transformation strategies.
5. Foster Innovation and Future-Proofing:
 - a. Collaborate with vendors who can deliver cutting-edge solutions and adapt to emerging technologies, positioning the City as a leader in AI-driven innovation.
6. Maximize Efficiency and Resource Allocation:
 - a. Reduce administrative burden by centralizing vendor qualifications, allowing City personnel to focus on project execution rather than procurement logistics.

This RFP supports the City's commitment to leveraging AI as a tool for innovation while maintaining accountability, security, and fiscal responsibility. It ensures that future AI initiatives are executed efficiently, securely, and with the flexibility needed to adapt to evolving technologies and City priorities.

Problem Statement

The City faces growing demand for innovative, AI-driven solutions to enhance public services, streamline operations, and improve decision-making. However, the current approach to procuring and implementing AI initiatives is fragmented, leading to delays, inconsistent vendor qualifications, and exposure to security and compliance risks.

To address these challenges, the City seeks to establish a prequalification process that ensures access to a vetted pool of AI vendors capable of meeting stringent security, compliance, and performance standards. This framework will eliminate repetitive procurement cycles, streamline project initiation, control costs through negotiated pricing, and position the City to adopt scalable AI solutions efficiently over the next five years.

Opportunity Statement

The City has a unique opportunity to transform public services and operational efficiency through AI-driven solutions. By establishing a prequalified pool of AI vendors, the City can accelerate project execution, enhance security and compliance, and ensure cost-effective implementation of AI initiatives. This RFP enables the City to:

- **Eliminate Procurement Barriers:** Reduce delays by having vetted vendors ready to deploy AI solutions as needs arise.
- **Ensure Security & Compliance:** Establish clear standards upfront, mitigating risks related to data privacy, cybersecurity, and regulatory requirements.
- **Drive Cost Efficiency:** Lock in competitive pricing and contract terms to provide financial predictability over a five-year period.
- **Foster Innovation & Scalability:** Engage vendors capable of delivering adaptable, future-ready AI solutions aligned with the City's long-term digital transformation strategy.
- **Enable Regional Collaboration:** Structure contracts to allow cooperative purchasing, enabling other municipalities to leverage the City's agreements for AI services.

Scope

The scope of this RFP includes the following key components:

Prequalification of Vendors:

- Vendors must demonstrate expertise in the design, development, implementation, and management of AI solutions.
- Vendors must meet the City's security and compliance standards, ensuring safe and reliable operations.
- Vendors must demonstrate/speak to their ability to deliver scalable and customizable AI solutions for various applications across City departments.
- Vendors must provide ongoing support/maintenance, and upgrades for implemented solutions.

Rate and Terms Agreement:

- Establish fixed pricing for services, enabling cost predictability and transparency for a five-year period.
- Include clear terms for service levels, delivery timelines, and performance expectations.

Future-Proofing and Innovation:

- Support emerging AI technologies and demonstrate a capacity for continuous innovation.
- Adapt to evolving City requirements and technological advancements.

Cross-Departmental Support:

- Must show the ability to provide solutions that align with diverse department needs while maintaining interoperability across the City's systems.

This RFP will help the City establish a robust framework for its AI automation initiatives, fostering innovation and ensuring the delivery of secure, cost-effective solutions that meet operational demands.

Requirements

Vendor Qualifications

Experience

- Demonstrated experience in deploying AI solutions at a municipal or organizational scale.
- Proven track record of successful AI implementations in similar domains (e.g., public safety, transportation, citizen services).

References

- At least three client references, preferably from government or public sector entities.
- Case studies detailing outcomes of similar projects.

Team Expertise

- Resumes of key personnel, showcasing expertise in AI, machine learning, and related fields.
- Certifications in AI/ML technologies and frameworks (e.g., AWS AI, Google TensorFlow, etc.).

Technical Capabilities

Solution Features

- Ability to deliver a wide range of AI solutions, such as automation, predictive analytics, natural language processing (NLP), computer vision, and more.
- Scalability and adaptability to various city departments and evolving needs.

Technology Stack

- Compatibility with existing city systems and platforms (e.g., ServiceNow, GIS, ERP).
- Open architecture to facilitate interoperability with third-party solutions.

Data Handling

- Adherence to data privacy regulations (e.g., GDPR, CCPA) and government standards.
- Ability to process, analyze, and secure large datasets effectively.

Security and Compliance

Cybersecurity

- Alignment with NIST Cybersecurity Framework or equivalent.
- End-to-end encryption and robust authentication measures.

Regulatory Compliance

- Compliance with state and federal regulations, including accessibility (ADA compliance) and ethical AI guidelines, such as transparency in decision-making, accountability mechanisms, and bias mitigation strategies.
- Certification in standards such as ISO/IEC 27001 for information security.
- Must comply with Senate Bill 24-205:
 - Consumer protections, including transparency in AI decisions and data usage.
 - Non-discrimination, ensuring AI applications do not perpetuate bias.
- Ability to pass our VRA (Vendor Risk Assessment)

Bias Mitigation

- Proven ability to identify, reduce, or eliminate bias in AI algorithms.
- Clear explanation of methodologies for ensuring ethical and unbiased AI use.
- Capability to successfully pass a third-party bias assessment (as part of the VRA)

Cost and Pricing

Pricing Model

- Fixed prequalification pricing for services over the next five years.
- Transparent cost structure for implementation, maintenance, and support.

Value for Money

- Ability to demonstrate cost savings and return on investment for proposed solutions.

Performance and Maintenance

Service Level Agreements (SLAs)

- Commitment to defined performance metrics (e.g., uptime, response times).
- Regular system updates and AI model retraining as needed.

Support and Training

- 24/7 technical support availability
- Training programs for city staff to maximize the use of AI solutions.

Innovation and Future-Proofing

Innovation

- Proposals for pilot projects or proof-of-concept initiatives to demonstrate vendor capabilities.
- Flexibility to integrate emerging technologies, such as generative AI.
- Provide a 3-to-5-year road map demonstrating a commitment to ongoing investment and development.

B.2 B.2 TERM

The effective period of the contract resulting from this proposal shall be one year from date of City signature. The City and the vendor may mutually agree to renew and continue this agreement for additional periods of one year at the same pricing structure, terms and conditions. However, no more than four (4) yearly extensions shall be made to the original agreement.

B.3 BACKGROUND CHECKS AND DISQUALIFICATION

Because of the nature of the scope and requirements herein for the City, Contractor, at its expense, must conduct, or have previously conducted a background check for each of its employees, as well as for the employees of its subcontractors, who will provide services to the City. Background checks are to be conducted through an independent background check third-party and must include the following:

- Social Security Number Trace;
- Federal Criminal Records (includes wants, warrants, arrests, convictions, and incarcerations);
- Colorado Criminal Records (includes wants, warrants, arrests, convictions, and incarcerations);
- Criminal Records from other States if the employee disclosed, or the background check identifies, that the employee lived in another state in the last seven years (includes wants, warrants, arrests, convictions, and incarcerations); and
- National Sexual Offender Registry Search.

The background check shall include all convictions for the last seven years and may include additional convictions beyond seven years when permitted and/or required by law.

Because of the sensitive nature of the work proposed within this solicitation, the City shall automatically disqualify from employment under this contract persons with felony convictions. Alternatively, the City may require that a fidelity bond, or such other assurance in such amount as deemed appropriate, be provided to the City as a condition precedent to grant permission where an employee's prior conviction would otherwise preclude their participation under the contract.

All Contractor employees are required to self-disclose to the Contractor any criminal charges and convictions and nolo contendere pleas (not contest pleas) that occur while providing services to the City within three business days of the conviction, charge, or plea. Contractor is required to inform the City of any criminal charges or convictions or nolo contendere pleas (no contest pleas) that arise while an employee is on assignment with the City. Contractor must inform the City within one business day of the Contractor having knowledge of the charge,

conviction, or plea. The City will determine, in its sole discretion, whether the employee will remain on a City assignment.

Contracts for work at the following locations require NCIC background checks:

- Police Academy
- Denver Animal Shelter
- Traffic Operations
- DPD Police Precincts
- DPD Crime Lab
- Medical Examiner

Other City locations may also require a NCIC background check. These background checks will be administered by the City and will be at no cost to the Contractor. Contractor employees will be required to provide their social security numbers to the City. Contractors will be provided entrance cards for each facility. Contractors are not allowed to share cards to provide services. The background check(s) must be conducted successfully prior to initial access and/or involvement by employees. Employees who separate from the Contractor's employment must undergo another background check prior to renewed access and/or involvement in providing services to the City. The City also has the ability to audit the Contractor's background check process, to ensure compliance with City standards, at any time. Additionally,

Failure by the Contractor to comply with the terms of this Section may result in the termination of its contract with the City.

B.4 EMERGENCY PURCHASES:

The City and County of Denver reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately by the vendor.

B.5 RECEIPTING REQUIREMENTS:

B.5.a PURPOSE

The purpose of these requirements is to provide direction to City departments and potential vendors concerning payment receipting and cash management practices in order to maintain compliance with the City's Charter, Revised Municipal Code and Department of Finance requirements. These requirements are used for, but not limited to, development of Request for Proposals, implementation or modification of systems involving receipt or deposit of payments, and development or modification of City cash handling practices.

B.5.b AUTHORITY

- City Charter Article II – Mayor and Executive Departments, Part 5 – Finance, §2.53 and §2.54
- Revised Municipal Code – Chapter 20 – Finance, Article III – Disposition of Funds, Division 2 – Handling of Receipts and Procedures for Making Refunds, Section 36 and 38

Any implementation or process involving payment, receipt, cash handling or banking of City funds (as defined by Denver Revised Municipal Code 20-36) shall be approved by and coordinated directly with the City's Cash Management Section within the Department of Finance's Cash and Capital Funding Division. The Department of Finance has the authority to establish what forms of payment the City accepts and what mechanisms and accounts are used to process and deposit payments.

B.5.c REQUIREMENTS

1. Funds (as defined by Denver Revised Municipal Code 20-36) gross of any fees are the property of the City and shall settle directly to a City-owned bank account.
2. Funds shall be deposited daily by either electronic or physical delivery into a City-owned bank account. Any third-party service handling funds for transport to the bank shall be bonded; the City's preferred method for physical bank delivery is via armored courier.
3. Credit card payments shall be processed through a City-owned Merchant Identification code (MID) issued by the Cash Management Section under the existing merchant services agreement managed therein. Any third-party system integrations shall certify to process with the City's existing merchant services provider prior to implementation.
4. Systems, payment architecture and procedures implemented shall be currently certified Payment Card Industry Data Security Standard (PCI DSS) compliant, be reviewed and approved by the Cash Management Section and City's Data Security Team and/or identified as out of scope by the City's Data Security Team prior to selection or implementation.
5. Systems, payment architecture and procedures shall comply with the National Automated Clearing House Association (NACHA) and applicable rules and regulations surrounding Fedwires when processing electronic funds transfers. ACH and/or Wire payment mechanisms shall be reviewed and approved by the Cash Management Section prior to implementation.
6. Any additional payment, receipt, cash handling or banking products or services such as lockbox, online services, point-of-sale or other receipting or transfer mechanisms shall operate using the City's currently contracted providers as overseen by the Cash Management Section. If a business need cannot be met with currently contracted providers, the proposed solution and processing structure shall be reviewed and approved by the Cash Management Section.
7. If a third-party is involved in the payment, receipting, cash handling or banking process, the initiating City department or designee shall coordinate the structure, process and implementation with the Cash Management Section and the third-party. All payment, receipting, cash handling or banking structures and processes shall be reviewed and approved by the Cash Management Section prior to selection and implementation. The City's Department of Finance has final approval of all payment, receipting, cash handling or banking structures and processes.

B.5.d POLICIES AND PROCEDURES

- Fiscal Accountability Rule 3.3 – Change Funds and associated procedures and forms
- Fiscal Accountability Rule 3.4 – Receipts and Deposits and associated procedures and forms

B.6 VENDOR PERFORMANCE MANAGEMENT:

The City may administer a performance management program as part this proposal and resulting contract. The purpose of this program is to create a method for documenting and advising the City of exceptional performance or any problems related to the purchased goods and services.

Propose as part of your response specific performance measures that may be used to develop a vendor performance management report card. Also provide any other data, criterion or methods that would be effective in measuring vendor performance over the life of this contract.

Awarded vendors are required to furnish a performance report to the analyst on an annual basis, no later than the anniversary date of the applicable Master Purchase Order or City Contract, providing at a minimum the following information:

FOR SERVICES

- Total dollar value of purchases per City Agency
- Total number of transactions per City Agency
- Average response time after receipt of call from the City
- Average time for job completion

Contractor may also be required to provide additional specific reporting/data as required.

B.7 COOPERATIVE PURCHASING:

The City and County of Denver encourages and participates in cooperative purchasing endeavors undertaken by or on behalf of other governmental jurisdictions, pursuant to Denver Revised Municipal Code Sec. 20-64.5. To the extent other governmental jurisdictions are legally able to participate in cooperative purchasing endeavors, the City and County of Denver supports such cooperative activities. Further, it is a specific requirement of this proposal or Request for Proposal that pricing offered herein to the City and County of Denver may be offered by the vendor to any other governmental jurisdiction purchasing the same products.

Vendor(s) must contract directly with any interested governmental agency concerning the matters within this RFP.

B.8 ENVIRONMENTAL MANAGEMENT SYSTEM, ENVIRONMENTAL POLICY, AWARENESS, AND COMPLIANCE

Some City operations can pose risks to human health and the environment. Proactive environmental management can reduce risk and prevent harm. The Denver Environmental Performance Program (DEPP) is the City's ISO 14001 Environmental Management System (EMS). The DEPP ensures all aspects of City operations with the potential to cause environmental impacts are proactively managed. The DEPP reinforces the City's position that the City's business partners are aware of the City's Environmental Policy, and are responsible for supplying goods and services in a manner consistent with this policy. The DEPP also requires business partners ensure the competency of their staff with respect to the environmental impacts of their duties.

The Environmental Policy of the City & County of Denver, may be found at:

<https://denvergov.org/files/assets/public/v/2/public-health-and-environment/documents/eq/2024-denver-environmental-policy.pdf>

All City business partners are required to comply with federal, state, and local environmental regulations. The DEPP requires all City business partners to be aware of the impacts their products and services have on the environment and implement practices to minimize impacts, prevent pollution, and align outcomes with the City's environmental performance goals.

B.9 VENDOR QUESTIONS AND REQUIREMENTS:

Your proposal must specifically address each of the questions/issues that are listed below. The quality and detail of your responses will figure significantly in the overall evaluation of your proposal. Vendors are encouraged to give examples and provide additional information to support your compliance on each point. **To standardize the format of all proposals, vendors are required to respond to all questions in the order given and to list the item number and restate the question prior to giving their answer. Failure to comply with this requirement may result in your proposal being declared non-responsive.**

See Attachment A - RFP Questions 2.12.2025

SECTION C: PRICING

C.1 PRICING INFORMATION:

This section shall include a description of the proposed costs and prices. All pricing information shall be limited solely to this section of your proposal. This section should address all requirements set forth in Section B as well as any other items pertinent to your proposal pricing. The requirements have been developed to allow the City to uniformly evaluate prices submitted for the work. Accordingly, you should follow these instructions carefully and provide all data requested in the formats specified herein and in any referenced attachments.

Any omissions in this proposal shall be identified by each Vendor and incorporated into their proposal. The City will not increase the contract or any purchase order (either dollar amount or time) for items not included in the submitted proposal documents. The City reserves the right to purchase part or the entire proposal.

C.2 PRICING INSTRUCTIONS:

Pricing shall be in the format contained in the RFP. Do not include cost or price figures anywhere except in the cost and pricing section.

Alternative approaches for the pricing of the requested products and services may be provided, however, such alternate approaches shall be described separately and must be in addition to the format in the pricing section.

C.3 PRICING:

All prices quoted shall be firm and fixed for the specified contract period.

C.4 PROPOSAL ITEMS:

See Attachment B - Pricing Matrix 2.3.25

SECTION D: SAMPLE EXECUTED CONTRACT TERMS AND CONDITIONS

This section shall include your response to our proposed terms and conditions included in this Section D and shall form the basis for the preparation of a Contractual Agreement covering the subject matter of this RFP.

You shall respond in your proposal either that all terms and conditions are acceptable or that some are acceptable and some are not. Underline or highlight those words, phrases, sentences, paragraphs, etc. that are not satisfactory and note any exceptions by referencing the appropriate article number, a brief explanation and alternative language, if any, and submit same on a separate typewritten sheet. Any exceptions will be taken into consideration when evaluating your proposal.

See Attachment F – Framework – Sample Contract
Attachment G - Contract Certification Form

SECTION E: ADDITIONAL REQUIRED INFORMATION

E.1 DISCLOSURE OF CONTENTS OF BIDS CERTIFICATION FORM (REDACTED COPY)

**CITY AND COUNTY OF DENVER
DEPARTMENT OF GENERAL SERVICES**

All materials provided in response to this RFP are subject to the Colorado Open Records Act, § 24-72-201, et seq., C.R.S. ("CORA"). In the event of a CORA request to the City for disclosure of such materials, information that a Proposer has clearly **and in good faith** marked as "confidential" or "trade secrets" (collectively, "Protected Items") will not be disclosed by the City, unless otherwise provided by law. If necessary, a Proposer shall seek a court order to protect their Protected Items, and will defend, indemnify, and hold harmless the City from any claim or action related to the City's withholding of Protected Items.

THE FOLLOWING ARE NOT PROTECTED BY CORA:

1. Proposed pricing information
2. Public Company Information
3. Marketing literature readily viewable to the public on the respondent's website or otherwise publicly available.
4. Training materials, manuals, procedures, protocols, or other publicly available information.
5. Any proposed content that would be assumed to be included in the awarded agreement (if the proposer was awarded) with the City (City agreements are public documents).

I, on behalf of the proposer identified below, hereby certify that I have read this form and affirm that proposer has **NO** redactions, and all proposed content is open to the public upon completion of the RFP selection process and award. Proposer will clearly and in good faith mark as "confidential" or "trade secrets" any additional information provided during this RFP process that proposer believes are Protected Items.

Proposer Name: _____

Authorized Signature (Required): _____

Name (please print): _____

Title: _____

Date: _____

OR

I, on behalf of the proposer identified below, hereby certify that I have read this form and affirm that proposer has clearly **and in good faith** marked as "confidential" or "trade secrets" (collectively, "Protected Items") any information proposer wishes to be withheld in the event of a CORA Request (unless otherwise provided by law) and has **provided separate copies/files of any such proposed documents (e.g., Acme Technical Response {Redacted Copy}) with the requested redactions (via red font-strike-through)**. Proposer will also clearly and in good faith mark as "confidential" or "trade secrets" any additional information provided during this RFP process that proposer believes are Protected Items.

Proposer Name: _____

Authorized Signature (Required): _____

Name (please print): _____

Title: _____

Date: _____

E.2 REFERENCE LISTING:

Vendors shall furnish the names, addresses and telephone numbers of a minimum of three (3) firms or government organizations for which the vendor has provided similar projects:

Company Name	_____
Address	_____
Reference	_____
Reference Email Address	_____
Telephone Number	_____
Project Name	_____
Value	\$ _____
Company Name	_____
Address	_____
Reference	_____
Reference Email Address	_____
Telephone Number	_____
Project Name	_____
Value	\$ _____
Company Name	_____
Address	_____
Reference	_____
Reference Email Address	_____
Telephone Number	_____
Project Name	_____
Value	\$ _____

E.3 DENVER VENDOR SUSTAINABILITY:

The City encourages vendors to demonstrate a commitment to and experience in environmental sustainability and public health protection practices applicable to its line of products and/or services being procured in this proposal. See Section A of this proposal for the Sustainable Denver Policy and Guidance. The following are areas that may be addressed.

Explain how your products and/or service supports the City's goal of environmentally preferable purchasing.

- Manufacturing Process
- Product Content
- Transportation
- Packaging
- Performance
- End of Life
- Third Party Certification (Green Seal, Eco Logo, Design for the Environment, etc.)
- Other

To aid the City in future proposals for this good/service, the City is seeking information from the vendor community on what changes may affect this request in the area of environmentally preferable specifications. The City reserves the right to review and incorporate the information provided in future specifications/scopes of work.

E.4 SMALL BUSINESS INFORMATION REQUEST (Optional)

In an effort to engage with underutilized businesses or communities, the City is requesting voluntary disclosure of any certification(s) held by your company, whether it is SBE, MBE, VBE, WBE, DBE or a combination of these categories. If the certifying entity is the City, documentation does not need to accompany your proposal.

Such certification is to be current and the certifying entity documentation should reflect the following information:

- The name of the Certifying body
- Name of the Supplier/vendor certified
- Contact information of the certifying body
- Start date/End date of the certification
- If applicable, commodities and services supplier/vendor is certified to perform
- Additional information as identified by the Certifying entity

The City would also like to know if your company is considered a small business but is not certified by any certifying body. In addition, if your company's supply chain contains products from an underutilized entity/ small business that go into the creation of the products that you offer, please provide their information as well.

This information is for statistical purposes only and will not have any affect when evaluating the bid proposals.

Supplier Name:	
Type of Certification (s):	
Certifying entity(ies):	

Please submit copies of the appropriate certification(s) with your Proposal.

For more information on the SBA small business determination, the link to the process is <https://www.sba.gov/size-standards/>

E.5 VENDOR'S CHECK LIST:

The following check list should be used to ensure required documentation is attached to the proposal. If a document is not required for your proposal, write n/a in the blank.

1. Have you signed the front page of the proposal? _____
2. Have you reviewed all proposal prices, checked unit costs, extensions and totals? _____
3. Have you included manufacturer's names and reference numbers, as applicable? _____
4. Have you listed the quantities you will supply? _____
5. Have you supplied any alternatives or additional information on separate headed note paper? _____
6. Have you responded to or completed and included in your response **all** of the City's requirements, questions, forms, including the vendor sustainability form and other city requests (where applicable)? _____
7. Have you assured that there is sufficient time to transmit this proposal? The mailing envelope must be delivered on time, as specified in the proposal, to the correct address; the proposal must be sealed and marked with proposal number, date required and proposal title. _____
8. Have you enclosed relevant technical literature or samples (where applicable)? _____
9. Have you completed and included the XO-101 Diversity and Inclusivity Information Request Form? _____
10. Have you completed and included all required MBE, WBE, SBE documentation (where applicable)? _____

E.6 VENDOR INFORMATION:

Vendor	
Business Name	Tax ID # (TIN or SSN)
Business Address	Telephone Number
City, State Zip	Fax Number
Order Address (If different from above)	Email
City, State, Zip	Ordering Email (If different from above)
Remittance Name	Vendor Entity Type (check one) ☐ Individual ☐ LLP/LLC ☐ Partnership ☐ Sole Proprietor ☐ Corporation ☐ Government ☐ Exempt/Non-Profit ☐ Employee
Remittance Address	
City, State, Zip	
Dun & Bradstreet Number	
SIC Code and/or NAICS Code	
Disadvantaged Business Enterprise (DBE) ☐ Yes ☐ No Type (check all that apply) ☐ DBE Disadvantage Business Enterprise ☐ MBE Minority Business Enterprise ☐ WBE Women Business Enterprise ☐ SBE Small Business Enterprise ☐ SBEC Small Business Enterprise Concessions ☐ ACDBE Airport Concession Disadvantage Business Enterprise ☐ Other: _____	
Certification Source	
Certification Number	
Certification Beginning Date	
Certification Expiration Date	
Awardee(s) will be required to provide copies of organizational documents. (e.g., articles of organization/incorporation)	